against public policy. The case is rightly decided both upon principle and authority. *Holden* v. *City of Alton* (1899), 179 Ill. 318, 53 N. E. 556; *Fiske* v. *People* (1900), 188 Ill. 206, 58 N. E. 985, 52 L. R. A. 291; *Adams* v. *Brennan* (1898), 177 Ill. 194, 52 N. E. 314, 42 L. R. A. 718, 69 Am. St. 222; *City of Atlanta* v. *Stein* (1900), 111 Ga. 789, 36 S. E. 932, 51 L. R. A. 335; *People* v. *Gillson* (1888), 109 N. Y. 389, 17 N. E. 343, 4 Am. St. 465; COOLEY, CONS. LIM. (6th ed.) 481; 1 DILL. MUN. CORP. (4th ed.) sec. 322. In allowing the recovery of the plaintiff's bill the court held that the provision of the advertisement calling for the union label could be ignored altogether, and that the awarding of the contract, as in this case, to the lowest bidder, was binding upon the city.

CONSTITUTIONAL LAW—VESTED RIGHTS—ALIMONY.—A judgment of divorce a vinculo had been granted and alimony fixed at $4000 per year. Acting under chapter 724 of the Laws of 1900, an order was entered by the court reducing the alimony. The law of 1900 was passed subsequent to the original decree, and enacted that "in divorce proceedings the defendant is to provide suitably for the education and maintenance of the children of the marriage, and for the support of the plaintiff—At any time after the final decree, whether hereafter or heretofore rendered, the court may amend, vary or modify such direction." *Held*, that the act was unconstitutional. *Livingston* v. *Livingston* (1903), — N. Y. —, 66 N. E. Rep. 123.

The court held the right to alimony was a vested right, and the legislature was powerless to divest the defendant of this property right by subsequent legislation. Few cases have been adjudicated involving the exact point in controversy here. Some states regard alimony as a portion of the husband's estate, made by the decrees to vest in the wife. II BISHOP, MARRIAGE AND DIVORCE, § 1061; *Miller* v. *Clark*, 23 Ind. 370. However, the contrary view appears to have the weight of reason, and finds support in the following decisions: — *Noyes* v. *Hubbard*, 64 Vt. 302, 15 L. R. A. 394; *Kempster* v. *Evans*, 81 Wis. 247, 15 L. R.A. 391; *Barber* v. *Barber*, 2 Pinn. 297, 62 U. S. 21 How. 582; *Lyon* v. *Lyon*, 21 Conn. 185; *Chase* v. *Ingalls*, 97 Mass. 524; *Bacon* v. *Bacon*, 43 Wis. 197. The authorities are agreed, that unless the court reserves the right to make changes in the decree, it becomes final after the term in which it is passed upon:—*Smith* v. *Smith*, 45 Ala. 264; *Howell* v. *Howell*, 104 Cal. 45; *Mitchell* v. *Mitchell*, 20 Kan. 665; *Stratton* v. *Stratton*, 73 Me. 481; *Kamp* v. *Kamp*, 59 N. Y. 212; *Fries* v. *Fries*, I McArthur (D. C.) 291; *Lockridge* v. *Lockridge*, 3 Dana (Ky.) 28. However in a decree of divorce a mensa et thoro, allowance made the wife as a permanent alimony, may be increased or diminished subsequent to the original decree. *Bauman* v. *Bauman*, 18 Ark. 320, 68 Am. Dec. 171; *Wheeler* v. *Wheeler*, 18 Ill. 39; *Miller* v. *Miller*, 6 Johns. Ch. (N. Y.) 90.

CONTRACT—RESCISSION AS AFFECTING RIGHTS OF A STRANGER TO THE CONSIDERATION.—Lands were sold to defendant by his mother, the consideration being a bond conditioned for her support secured by a mortgage upon the premises. It was provided in the bond that if the grantee should sell the land he should pay specified sums to his mother and a younger brother, respectively. Defendant sold the property, settled the mother's claim, and she cancelled the bond and released the mortgage. The second son had been in entire ignorance of the provision for his benefit, it having been in the nature of a contingent gift from his mother. Upon learning of it he brings this action to foreclose, notwithstanding the settlement between his mother and brother, and the release and cancellation of the mortgage. *Held*, that plaintiff has a good cause of action. *Tweeddale* v. *Tweeddale* (1903), — Wis. —, 93 N. W. Rep. 440.